



## **REQUEST FOR PROPOSALS:**

### **Community Development Grant Administrator**

Submit Proposals to:

Missouri State Treasurer Clint Zweifel

Attn: Nick Henderson,

Special Projects Coordinator

Capitol Building, Room 229

201 W. Capitol Avenue

Jefferson City, MO 65101

(573) 751-2411

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# **1 Introduction**

This document is a Request for Proposals (“RFP”) to contract with an organization (hereafter, the “Contractor”) who will administer two program models creating sustainable communities and helping families achieve economic stability or by providing grants to one or more Site Contractors (as defined below) for the purpose of creating sustainable communities and helping families achieve economic stability. This is a one-time lump sum grant from the Missouri State Treasurer’s Office (STO) to the Contractor in the amount of \$225,000. No funding shall be released to the Contractor until the Contractor’s work plan, including its Community Improvement Model (see definition in Appendix A), has received final, written approval from the STO.

The goal of this RFP is to identify a qualified entity to contract with the STO for the purpose of funding two program models that create sustainable communities and help families achieve economic stability in a county with a charter form of government and with more than six hundred thousand but fewer than seven hundred thousand inhabitants (Jackson County). The Contractor will develop, provide, and implement a program through which it or one or more Site Contractors (as defined below) can receive funding for the purpose of providing, implementing or continuing a program model. The Contractor will provide to the STO measurable statistics for the evaluation of its or, if applicable, the Site Contractors’ performance, as well as provide accountability for state funds administered by the Contractor.

The RFP is divided into the following sections: Introduction, Terms and Conditions Governing This RFP, Instructions to Respondent, Proposal Content, Evaluation of Proposals, Appendix A– Scope of Work, Appendix B –Required Contractual Terms and Conditions, and Appendix C – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

## **2 Terms and Conditions Governing this RFP**

### **2.1 Definitions**

As used in this RFP, the following terms are defined as follows:

#### **2.1.1 Agreement or Contract**

Agreement or Contract refers to the formal contracted business arrangement by and between the STO and the Contractor and incorporates all the products, terms, conditions, and costs specified in the Contract.

#### **2.1.2 Respondent or Bidder**

Respondent or Bidder refers to any entity submitting a response to this RFP.

### **2.1.3 Contractor**

Contractor refers to the Bidder whose Proposal is selected by the STO and with whom the STO ultimately contracts to provide the services required by this RFP.

### **2.1.4 Site Contractor**

Site Contractors are entities with whom the Contractor may separately contract to provide the services required by this RFP.

### **2.1.5 STO**

The STO refers to the Missouri State Treasurer's office.

### **2.1.6 Proposal or Bid**

Proposal or Bid refers to the complete response, including all exhibits and attachments, submitted by a Respondent in response to this RFP.

### **2.1.7 Community Improvement Model**

See definition in Appendix A.

### **2.1.8. State**

State refers to the State of Missouri.

### **2.1.9 Must, Will, and Shall**

The use of the terms "must", "will", and "shall" indicate mandatory items and instructions that a Respondent is to include or comply with.

**Note:** Unless specifically and otherwise stated, the terms grouped together within each of the numbered definitional subparagraphs above are used interchangeably throughout this document; no intended meaning is associated with the use of one particular term or another.

## **2.2 Notice Regarding Proposals Submitted to STO**

Upon execution of a contract or upon rejection of all Proposals, all materials received in response to this RFP shall become public information and will be available to any individual or organization upon request. Bidders are strongly cautioned **not** to include any confidential information with their Proposals. No proposals or associated documentation will be returned to the Bidder. No costs associated with responding to this RFP will be borne or reimbursed by the STO.

### **2.3. Contractual Arrangement**

By virtue of its signed Proposal to this RFP, a Respondent agrees that, in the event it is selected by the STO pursuant to this RFP, it will enter into good faith negotiations regarding a contractual arrangement with the STO for the services being requested herein. The STO, in its sole discretion, may incorporate any and all terms and conditions included in this RFP (including, but not limited to, those specifically set forth in Appendix B), the Contractor's Proposal, and any additional provisions required by the STO into any Contract(s) awarded. Any Respondent selected to proceed toward a definitive Agreement with the STO will be required to include in any such Agreement contractual provisions that address issues of liability, indemnification, insurance, payment terms, and such other terms and conditions as are customary for agreements that address the subject matter of this RFP. Each Respondent must conspicuously state in its Proposal its inability or unwillingness to accept any of the provisions, terms or condition set forth in this RFP (including those specifically set forth in Appendix B), and must include in its Proposal the reason(s) for taking any such exceptions and any proposed alternate language.

### **2.4. Notice Regarding Distribution of Questions and Answers**

All questions submitted to the STO by any Respondent regarding this RFP and the corresponding answers will be provided to each Respondent who has requested to be included on any distribution of questions and answers. The STO will honor any request by a Respondent for the identity of a Respondent asking the question(s) to be kept confidential. The STO reserves the right not to answer any question that is deemed in the STO's sole discretion to provide the questioning Respondent with an unfair competitive advantage. If the STO answers the question, the question and the answer will be provided to all Respondents who have asked to be included on any distribution of questions and answers. Please see Section 3.1 regarding the process for asking questions regarding this RFP and being included on the distribution list of questions and answers.

### **2.5 Interviews, Discussions and Negotiations with Respondents**

A Respondent's Proposal, including any proposed personnel and any required Proposal documents may be subject to negotiation by the STO at any time. The STO may interview none, one, some, or all of the Respondents who submit Proposals. RFP responses may be evaluated and an award granted with or without discussions and/or negotiations with Respondents. The STO reserves the right to request additional information from any or all Respondents. Negotiations by the STO will not be deemed a counteroffer or a rejection of any original Proposal.

### **2.6 Waivers**

The STO may at any time waive any requirements imposed in this RFP when the requirement waived would be waived for all Respondents for this RFP, and it is in the best interest of the STO to grant the waiver. The STO reserves the right to waive any irregularities and/or formalities as deemed appropriate.

## **2.7 Sole Bidder**

In the event that only one Proposal is received in response to this RFP, the STO reserves the right to cancel the bid process, or to negotiate the terms and conditions as proposed in the sole Bidder's Proposal. In addition, as part of such negotiations, the STO reserves the right to require additional information from the Bidder in order to determine the reasonableness and acceptability of the Proposal.

## **2.8 Additional Rights of the STO**

The STO reserves and may exercise any one or more of the following rights and options regarding this RFP:

**2.8.1.** To reject any and all Bids, to seek additional Bids, to enter into negotiations and subsequently contract with more than one Respondent.

**2.8.2.** To select the successful Respondent on the basis of the Proposal meeting requirements established by the STO. If no Respondent successfully meets the criteria outlined, the STO reserves the right not to award any Contract(s).

**2.8.3.** To cancel or withdraw this RFP without the substitution of another RFP, or alter the terms and conditions of this RFP.

**2.8.4.** To conduct credit checks, reference checks, and investigations as to the qualifications of each Respondent at any time prior to the award of a resultant Agreement. Publication of this RFP and the receipt of Proposals in no way obligates the STO to contract for any service with any Respondent to this RFP.

**2.8.5.** To alter (within reason) the schedule of critical dates at its sole discretion.

**2.8.6.** To modify specific contractual terms and conditions in this document prior to execution of a Contract.

## **3 Instructions to Respondents**

### **3.1 Questions regarding the RFP**

All requests for additional information and questions regarding this RFP will be processed through the designated STO employee named below. **All** communications regarding this RFP **must** be submitted in writing or via email to the following:

Missouri State Treasurer Clint Zweifel  
Attn: Nick Henderson, Special Projects Coordinator  
201 W. Capitol Avenue, Room 299  
Jefferson City, MO 65101  
storfp@treasurer.mo.gov

**All questions regarding the RFP must be received by the STO by the date listed in Section 3.3.5, below (Critical Dates). Questions received after this time will not be answered.**

**NOTICE:** Any respondent who would like to be included in the distribution of all questions and answers regarding this RFP must send an email requesting to be included on this distribution to [storfp@treasurer.mo.gov](mailto:storfp@treasurer.mo.gov) on or before April 3, 2014.

**NOTICE:** No verbal questions will be answered. All questions and inquiries must be in writing as noted above. Bidders are cautioned not to contact other employees of the STO, employees of other state agencies, members of the General Assembly, or any members of the evaluation committee concerning this procurement during the competitive procurement and evaluation process. Such contact may cause the bidder's proposal to be rejected.

The bidder is advised that the only official position of the STO is that position which is stated in writing and issued by the STO as a RFP and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

Any deviation from these instructions may be cause for disqualification of the responsible Respondent's Proposal.

### **3.2 RFP Revisions**

In the event the STO deems it necessary or appropriate to revise or clarify the terms or provisions of this RFP, any such revisions or clarifications shall be issued in the form of an addendum. Any such addendum issued by the STO will be posted on the STO website at: <http://treasurer.mo.gov/content/about-the-office/open-government>. Bidders are encouraged to regularly check this website during the bid process for notice of any such addendum.

### **3.3 Proposal Submissions**

#### **3.3.1 Delivery Instructions**

All Proposals submitted in response to this RFP must be hand-delivered or mailed to the following address (if a Bidder chooses to mail its response, the STO strongly encourages such Bidder to use overnight delivery to ensure that the Response is received by the STO by the Proposal Deadline (See Critical Dates, below)).

Missouri State Treasurer Clint Zweifel  
Attn: Nick Henderson, Special Projects Coordinator  
201 W. Capitol Avenue, Room 229  
Jefferson City, MO 65101

All Bidders must include an original and 4 copies of their Proposal. All proposals must be stapled or bound.

#### **3.3.2 Authorized Representative/Validity**

All Proposals must be signed by an official authorized to bind the Respondent, and shall contain a statement to the effect that the Proposal is a firm offer which will remain valid for a minimum period of ninety (90) days.



*No Respondent may modify or correct its Proposal at any time after the Proposal due date, except in direct response to a request from the STO for a clarification.*

### **3.3.3 Deadline for Submission of Proposals**

Proposals are due at the above address no later than 11:00 A.M. (Central Daylight Savings Time) on the “Proposals Due” date set forth in “Critical Dates” below.

**Proposals received after this time will not be accepted or considered.**

### **3.3.4 Extensions of Critical Dates**

If the STO grants an extension to a Critical Date (see below), a notice will be posted on the STO website at <http://treasurer.mo.gov/content/about-the-office/open-government>. Bidders are encouraged to regularly check this website during the bid process for notice of any such extensions.

### **3.3.5 Critical Dates**

The critical milestone dates related to this RFP are as follows:

<b><u>March 14, 2014</u></b>	RFP released to potential Respondents and posted on STO website
<b><u>March 28, 2014</u></b>	Last business day to accept Respondents' written questions submitted to STO
<b><u>April 4, 2014</u></b>	Answers to written questions will be provided by STO.
<b><u>April 11, 2014</u></b>	<b>Proposals due to STO no later than 11:00AM Central Daylight Savings Time</b>
<b><u>May 19, 2014</u></b>	Anticipated Contractor selection date.

## **4 Proposal Content**

### **4.1 Complete Response**

Each Respondent is required to submit a complete Proposal. In all respects, the Respondent must comply with the instructions, formats and stipulations of this RFP regarding Proposal construction, deadlines, preparation, and the terms and conditions of the proposed Agreement.

- Submitted Proposals are acceptable only if accompanied by a formal letter of transmittal that is signed by a representative of the Respondent who is authorized to bind Respondent to a contract.
- The letter of transmittal shall contain a statement to the effect that the Proposal is a firm offer which will remain valid for a minimum period of ninety (90) days.

- The letter of transmittal shall attest to the accuracy and completeness of the submitted Proposal.
- All questions and information requested in the RFP shall be *fully and completely addressed* in Respondent's Proposal.

Failure to meet any of the aforementioned requirements may eliminate the Respondent from consideration.

## **4.2 Mandatory Proposal Sections**

In addition to the transmittal letter referenced above, a Respondent's Proposal shall include, at a minimum, the following mandatory, separate sections:

### **Section 1: Proposed Respondent Services**

### **Section 2: Qualifications**

### **Section 3: Experience**

### **Section 4: References**

### **Section 5: Grant Division Proposal**

### **Section 6: Proposal of Terms, Conditions and Other Requirements**

### **Section 7: Proposed Contractual Provisions (if applicable)**

### **Section 8: Site Contractor Contracts (if applicable)**

Respondents are invited to include additional information or sections in their Proposals such as, for example, an executive summary or examples of previous work.

## **4.3 Proposed Respondent Services**

**4.3.1.** Provide a detailed description of the Respondent's services available and how they address the STO's required scope of work as set forth in Appendix A. Be sure to specifically discuss the Respondent's proposed Community Improvement Model in detail.

**4.3.2.** What is distinct about your capabilities or services that we should know about?

**4.3.3.** Explain your approach to project management and how results will be communicated to the STO. Please set forth a detailed proposed plan for communicating your results or, if applicable, the results of the Site Contractors to the STO. Please provide a proposed reporting schedule and proposed sample reports that Contractor will provide to the STO.

**4.3.4.** Address in detail how the Bidder will be providing the proposed services and/or whether there is any intent to subcontract services with a third party. Joint venture proposals shall designate a single contracting entity with authority to negotiate, execute and bind the joint venture to any potential future contract and act as the party responsible to the STO. The obligations of each party to the joint venture agreement must be detailed in the Proposal.

#### **4.4 Qualifications**

**4.4.1.** List all qualifications of the Respondent which Respondent feels are relevant to the services it will be providing pursuant to this RFP.

**4.4.2.** List the qualifications, experience and duties of the staff members responsible for providing services under this RFP.

**4.4.3.** State the year the Bidder was established and a brief history of the Bidder.

**4.4.4.** Please discuss the mission, organizational structure, and management style of the Bidder.

**4.4.5.** Please attach the resumes for all of the individuals who will be providing the services required under the RFP.

**4.4.6.** Respondents must include with their Proposals a copy of an independent audit of their finances within the last 2 years (Respondents need only include a copy of the audit with the original copy of their Proposal)

#### **4.5 Experience**

**4.5.1.** State the number of years the Bidder has provided grant oversight or community development services.

**4.5.2.** Describe any previous work experience that the Bidder believes is relevant to the Committee when evaluating Bidder's response to this RFP.

**4.5.3.** Describe the qualifications and previous work experience of any proposed Site Contractors that the Bidder believes is relevant to the Committee when evaluating Bidder's response to this RFP.

#### **4.6 References**

Respondents must include at least three references for which they have performed services similar to those requested in this RFP. Provide a contact name, e-mail address, and phone number.

#### **4.7 Grant Division Proposal**

Provide a summary of how the Contractor intends to divide the granted funds and state the amount, in dollars, of the grant that each Site Contractor will receive, if applicable.

## **4.8 Proposal of Terms, Conditions and Other Requirements**

Include an acceptance to each of the following subsections in your response:

### **4.8.1 Location requirements**

All Contractors and Site Contractors shall provide the required services in a Missouri county with a charter form of government and with more than six hundred thousand but fewer than seven hundred thousand inhabitants (Jackson County).

### **4.8.2 Special Contract Requirements**

A Contract resulting from this RFP will include provisions regarding the terms and conditions. The STO expects that such terms and conditions will include, at a minimum, those set forth in Appendix B. The STO reserves the right to add further provisions to the Contract as needed. The staff, employees, independent contractors and all subcontractors must be legal workers in the United States under all federal and state law and the Contract will reflect this requirement.

## **4.9 Proposed Contractual Provisions**

If the Bidder requests that any particular contractual provisions be included in the Contract please provide a complete set of such proposed Contract provisions. (**Note:** Acceptance of a Bidder's Proposal does not indicate acceptance of the terms provided in response to this item.)

### **4.10 Site Contractor Contracts**

If Contractor intends on providing grants to Site Contractors, please provide copies of any existing contracts or agreements that Contractor has with its proposed Site Contractors. If Contractor does not have any existing agreements or contracts, please certify that the STO will be provided a copy of such future agreements or contracts with its Site Contractors prior to the Contractor awarding any funds to the Site Contractor.

## **5 Evaluation of Proposals**

The evaluation of the Proposals will take place at the STO offices. A selection committee composed of STO staff (the "Committee") will evaluate the comparative assessment of the relative benefits and deficiencies of the Proposals in relationship to the evaluation criteria set forth below. The Committee will recommend a Respondent for selection by the STO. The Proposals will be evaluated under the following factors, in order of importance:

1. Breadth of scope of services and a demonstrated understanding of the STO requirements and standards;
2. Qualifications and capabilities;
3. Established, and well implemented and measurable Community Improvement Model;
4. Established history in grant oversight.

After an initial screening process, if deemed necessary, the Committee may ask a Bidder to clarify or verify elements of the Bidder's Proposal to develop a more comprehensive assessment

of the Proposal. Such a request will be delivered via e-mail to the officer signing the proposal, and will generally require a **48-hour turnaround** of the Bidder's response.

In addition, the Committee reserves the right to consider historic information and facts, whether gained from the Bidder's Proposal, presentations, references, or any other source, in the evaluation process.

The Committee may invite one or more finalists to make presentations to it and other STO staff members.

## **APPENDIX A: RESPONDENT SCOPE OF WORK**

### **Scope of Work**

1. A Respondent selected under this RFP shall:
  - a. Make use of a Community Improvement Model and provide the STO with a copy of its Community Improvement Model.
  - b. Utilize the Community Improvement Model to provide funding for programs that create sustainable communities and help families achieve economic stability. Contractor may provide these services itself or provide grants to Site Contractors who will provide funding for these programs.
  - c. All grant funds must be utilized within 18 months of the day that the funds are released to the Contractor.
  - d. If utilizing Site Contractors:
    - i. Monitor and oversee the Site Contractors to ensure compliance with program requirements.
    - ii. Conduct on-site monitoring of the Site Contractors at least once a quarter during the Contract period, or more often, if requested by the STO.
    - iii. Submit all Site Contractor monitoring reports to the STO within 30 days of each on-site monitoring.
  - e. Submit to regular monitoring by the STO of Contractors and/or and Site Contractors' use of the grant funds.
    - i. The STO will conduct monitoring site visits of the Contractor and/or the Site Contractors at least twice during the contract period to ensure that the program and funds are being administered in accordance with the Contract and program objectives. More frequent monitoring may be conducted at the discretion of the STO.
    - ii. The STO will document any findings which require follow-up in the monitoring report provided to the Contractor. In the event the nature of the findings warrants, a corrective action plan will be established to address the problems identified. Any corrective action plan must include the actions the Contractor proposes to take to remedy concerns, the timeframe for achieving such, the person or persons responsible for the necessary action, the improvement that is expected and a description of how progress will be measured and communicated to the STO. The STO must approve any corrective action plan in writing.
  - f. The Contractor shall ensure that it and, if applicable, any Site Contractors make known that use of the facilities, assistance and services are available to all on a non-discriminatory basis regardless of any particular race, gender, age, color, religion, national origin, familial status, or disability who may qualify for the services. The

Contractor shall ensure that it and, if applicable, any Site Contractors take appropriate steps to ensure effective communication and accessibility to persons with disabilities.

- g. The Contractor shall submit all reports, records and information at the request of the STO.
- h. The Contractor shall maintain, and shall require that any Site Contractors maintain, auditable records for all activities performed pursuant to this RFP. Financial records must conform to Generally Accepted Accounting Principles (GAAP) and shall reflect, at a minimum:
  - i. itemized revenues and expenditures related to the performance of work pursuant to this RFP;
  - ii. the number and type of clients served;
  - iii. detailed documentation of services provided to each client, including progress notes;
  - iv. any and all other records reasonably necessary for performing a full audit of the Site Contractor's performance in administering the grant funds.

2. The STO strongly suggests that the Community Improvement Model include at least one of the following services, but will consider other proposals which demonstrate the ability to create sustainable communities and help families achieve economic stability:

- a. On-site Employment Services
- b. Financial Counseling and Coaching
- c. Homelessness Prevention / Housing Services
- d. Tax Preparation Assistance
- e. On-site Education Services



**APPENDIX B**  
**REQUIRED CONTRACTUAL TERMS AND CONDITIONS**

## **1. Contractor Liability**

The Contractor shall be responsible for any and all claims, actions, liability, injury or damage (including court costs and attorneys' fees) incurred as a result of the Contractor's breach of the Contract, negligence or willful misconduct in providing any service rendered under the terms and conditions, requirements or specification of the Contract. In addition to the liability imposed upon the Contractor for personal injury, bodily injury (including death) or property damage suffered as a result of the Contractor's performance under the Contract, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every claim, expense, action, liability, injury or damage arising out of any negligent act or any willful misconduct of the Contractor. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission or willful misconduct committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the Contract. However, the Contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission or willful misconduct committed by the STO or the State of Missouri, including its agencies, employees and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity is entitled under Missouri or federal law.

## **2. Independent Contractor**

The Contractor is an independent contractor and shall not represent that it or its employees are employees of the State of Missouri or an agency of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, and all loss; cost (including attorney fees); and damage of any kind related to such matters

## **3. Insurance**

The Contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of its employees related to the Contractor's performance under the Contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the Contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

#### **4. Contractor's Personnel**

**4.1.** The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA ) and INA Section 274A.

**4.2** If the Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, or if the State has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the State shall have the right to cancel the Contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the State.

**4.3** The Contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

#### **5. Contract Termination**

The STO may terminate the Contract, in whole or in part, at any time for a breach of any contractual obligation. Should the STO exercise its right to terminate the Contract for such a reason, the termination shall become effective on the date specified in a written notice of termination sent to the Contractor.

The STO reserves the right to terminate the Contract, in whole or in part, at any time, for the convenience of the State, without penalty or recourse, by giving written notice to the Contractor at least 120 days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the Contract shall, at the option of the STO, become property of the State of Missouri.

#### **6. Recordkeeping and Access to Records**

The Contractor shall maintain all financial and accounting records and supporting evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the STO.

The Contractor shall permit reasonable access by the STO during the Contract period and any extension periods, and for an eighteen- (18) month period beyond the end of the Contract, for purposes of performing audit procedures relating to any aspect of the services provided by the Contractor to the STO in connection with the Contract.

## **7. Compliance with Applicable Law**

**7.1.** The Contract shall be construed according to the laws of the State of Missouri. To the extent that a provision of the Contract is contrary to the Constitution or laws of the State of Missouri or of the United States, such provisions shall be void. However, the balance of the Contract shall remain in force between the parties unless terminated by consent of both the Contractor and the STO.

**7.2.** The Contractor shall comply with all local, state and federal laws and regulations related to the performance of the Contract, to the extent that the same may be applicable, and must be registered with and maintain good standing with the Missouri Secretary of State, the Division of Finance of the Missouri Department of Insurance, Financial Institutions, and Professional Registration and/or any other Missouri State office or agency, as may be required by law or regulation.

**7.3.** In connection with the furnishing of supplies or performance of work under the Contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Employment Opportunity Act, the Americans With Disabilities Act (ADA), and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. If the Contractor is found to be in violation of any applicable state, federal or local law or regulation, the STO shall have the right to cancel the Contract immediately without penalty or recourse. In addition, the Contractor shall agree to fully cooperate with any audit or investigation from any federal, state or local law enforcement agency.

**7.4.** Contractors with the State of Missouri must comply with Article XIII of Executive Order #87-6 pertaining to discrimination and affirmative action. (The executive order may be viewed at [http://www.sos.mo.gov/library/reference/orders/1987/eo1987\\_006.asp](http://www.sos.mo.gov/library/reference/orders/1987/eo1987_006.asp) ). Failure to comply may result in appropriate action including cancellation of the contract resulting from this RFP.

**7.5.** Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/c200-299/2850000525.HTM>) as defined in section 285.525 RSMo, the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are to work in connection with the services requested herein. The Contractor should complete the applicable portions of Appendix C Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Appendix C must be submitted prior to an award of a contract. In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid affidavit of Work Authorization is necessary to award any new contracts.

If the Contractor's business status changes during the life of the Contract to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then the Contractor shall, prior to the performance of any services as a business entity under the Contract: (a) enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and (b) Provide to the STO the documentation required in Appendix C entitled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming Contractor's enrollment and participation in the E-Verify federal work authorization program; and (c) Submit to the STO a completed, notarized Affidavit of Work Authorization as provided in Appendix C.

**7.6.** Contractors with the State of Missouri must comply with Executive Order #04-09 pertaining to outsourcing of employment. (The executive order may be viewed at [www.sos.mo.gov/library/reference/orders/2004/eo04\\_009.asp](http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)) Failure to comply may result in appropriate action including cancellation of the Contract resulting from this RFP.

**7.7.** The STO will not contract for goods or services with a Contractor if the Contractor or an affiliate of the Contractor fails to properly pay or to collect and remit taxes owed to the State of Missouri. Contractor's failure, or the failure of any affiliate to the Contractor, to maintain good standing with the State of Missouri Department of Revenue may result in appropriate action including cancellation of the contract resulting from this RFP.

## **8. Data Security**

The Contractor shall maintain complete confidentiality of all data and all records, including, but not limited to any personally identifiable information relating to services performed under the Contract. No list, report or other materials generated from data covered under the Contract may be disclosed or transferred by Contractor to any other person or entity. Specifically, Contractor affirms that it shall abide by all applicable state and federal laws, rules and regulations regarding the confidentiality of such information, including, but not limited to 26 USC 7213 and Section 32.057 RSMo. Contractor shall take any and all steps necessary, in the discretion of the STO to ensure that its employees, subcontractors and/or any other persons under Contractor's control with access to such information (1) are aware of and abide by such laws, rules and regulations regarding the confidentiality of such information and (2) are aware of the potential for criminal prosecution for failing to abide by such laws, rules and regulations. Contractor agrees to indemnify and hold harmless the State of Missouri for any damages, costs, fees or other liability (including counsel fees) arising as a result of Contractor's failure to comply with the applicable laws, rules and regulations regarding the confidentiality of the data and records provided to Contractor under the Contract.

Contractor will ensure that any contractual arrangement with its Site Contractors contain these requirements with regard to Data Security.

## **9. Assignment**

The Contractor shall not assign any interest in the Contract nor transfer any interest, whatsoever, in the same (whether by assignment or notation) without prior written consent of the STO.

## **10. Jurisdiction**

Each party irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any United States Federal or Missouri State court sitting in Cole County, Missouri, and any appellate court from any such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under the Agreement or relating in any way to the Agreement or any Transaction under the Agreement; and (ii) waives, to the fullest extent it may effectively do so, any defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile.

## **11. Conflict of Interest**

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed by the Contractor or conveyed an interest, directly or indirectly, in the contract.

## **12. Miscellaneous**

**12.1.** The Contractor shall notify the STO in writing at least sixty (60) days in advance of any proposed changes in the Contractor's program which will affect its scope, objectives, method, activities or services. The Contractor shall not implement these proposed changes without the prior written consent of the STO.

**12.2.** The Contractor shall notify the STO in writing in changes of any key management or program staff with either the Contractor or a Site Contractor at least ten days before such changes are made. In the event Contractor cannot provide notice within this timeframe, Contractor must notify the STO as soon as possible after learning of the change.

**12.3.** The Contractor may subcontract for the services required herein only with the prior written approval of the STO and the subcontractor shall be solely responsible for all legal and financial responsibilities related to the execution of any subcontract.

**APPENDIX C**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

## **B BUSINESS ENTITY CERTIFICATION:**

The **bidder/offeror/contractor** must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

**BOX A:** To be completed by a non-business entity as defined below.

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).

**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

### **BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ **(IFB/RFP/SFS/Contract Number)** and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section



285.530, RSMo, then, prior to the performance of any services as a business entity,  
\_\_\_\_\_(Company/Individual Name) agrees to complete Box B, comply with the  
requirements stated in Box B and provide the \_\_\_\_\_(insert agency name)  
with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please  
Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

#### **BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

E-Mail Address

As a business entity, the bidder/offeror/contractor must perform/provide each of the following. The bidder/offeror/contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/offeror's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder/offeror/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the **bidder's/offeror's/contractor's** name and the MOU signature page completed and signed by the **bidder/offeror/contractor** and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

\_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date